

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
ABILENE DIVISION

|   |   |                         |
|---|---|-------------------------|
| <b>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,</b>                                   | ) |                         |
|   | ) |                         |
|   | ) | <b>CIVIL ACTION NO.</b> |
| <b>Plaintiff,</b>   | ) |                         |
|   | ) | <b>1:11-CV-192-C</b>    |
|   | ) |                         |
|   | ) |                         |
|   | ) |                         |
| <b>SENIOR LIVING PROPERTIES, LLC,<br/>d/b/a SWEETWATER HEALTHCARE<br/>CENTER,</b> | ) |                         |
|   | ) |                         |
| <b>Defendant.</b>   | ) |                         |
|   | ) |                         |

**CONSENT DECREE**

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission (“EEOC”), and the Defendant, Senior Living Properties, LLC, d/b/a Sweetwater Healthcare Center (“SLP”) (hereinafter collectively referred to as “the parties”). On September 28, 2011, the Equal Employment Opportunity Commission instituted a lawsuit in the United States District Court for the Northern District of Texas, Abilene Division, Civil Action Number 1:11-CV-192-C against Defendant, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 (“Title VII”) by failing to accommodate Charging Party Amanda Spalding’s religious beliefs, which resulted in her termination. The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

SLP has continued, and still continues, to deny all liability or wrongdoing in connection with this matter. SLP's decision to enter into this Consent Decree is solely for the purpose of compromising and resolving highly disputed claims. SLP's decision to enter into this Consent Decree does not in any way indicate an admission of liability or wrongdoing.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues raised in EEOC Charge Number 450-2008-02543. This Decree further resolves all issues in the Complaint filed by the Commission in this civil action. The Commission does not waive processing or litigating charges or cases other than the above referenced charges and Complaints.
3. Defendant is enjoined from discriminating on the basis of religion, from failing to provide reasonable accommodations to employees based on their religious beliefs, and from retaliating in any way against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.
4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at its Sweetwater Healthcare Center in Sweetwater, Texas, and at its Corporate Headquarters in Grapevine, Texas, within 10 days

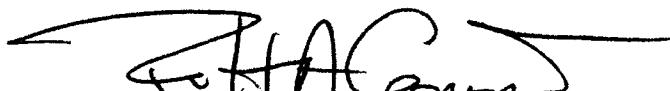
after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.

5. For the three (3) year period following the Court's entry of this Consent Decree, Defendant agrees to conduct annual training for all Administrators and Department Heads at Defendant's Sweetwater Healthcare Center and for the Regional Vice President in charge of Sweetwater Healthcare Center, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe that they are being discriminated against by Senior Living Properties. The training will also include a specific discussion or instruction relating to the issues of religious discrimination in the workplace, and an employee's right to have his/her religious beliefs accommodated in the workplace. A portion of the training shall include a discussion of the types of accommodations that may be granted to employees due to their religious beliefs, including allowing an employee to refrain from working on a particular day because doing so would violate that employee's religious beliefs. The training shall be at least one (1) hour in duration. No less than 10 days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training, and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20 days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, and a list of attendees.

6. Defendant agrees to pay Amanda Spalding the gross sum of \$42,500.00 in full and final settlement of the claims asserted in this dispute. \$32,500.00 of this amount represents pecuniary and non-pecuniary compensatory damages and \$10,000.00 of this amount represents backpay under Title VII and the Civil Rights Act of 1991 for the claims asserted by the EEOC on behalf of Charging Party Amanda Spalding. A check in the amount of \$32,500.00 shall be made out to Amanda Spalding and mailed to 401 East Gamblin Street, Hobbs, NM 88240 no later than 7 days after the Court's execution of this Consent Decree. A check in the amount of \$10,000.00, subject to withholding and employer payroll tax contributions, shall be made out to Amanda Spalding and mailed to the above address no later than 7 days after the Court's execution of this Consent Decree. A Form 1099 shall be forwarded to Amanda Spalding in the ordinary course of business.
7. Defendant agrees to amend its current anti-discrimination written policy to include language regarding Title VII's prohibition on religious discrimination and a provision regarding Title VII's obligation for an employer to provide reasonable accommodations to employees based on their religious beliefs, including beliefs necessitating not working on a particular day or days of the week.
8. Defendant agrees to report to the EEOC within 30 days of entry of this Consent Decree regarding its compliance with the arrangements set forth in paragraphs 4, 6, and 7 above. All reports to the EEOC required by this Decree shall be sent to Devika Seth, Senior Trial Attorney, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202.

9. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 6 above, Defendant shall:
  - a. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any untimely or unpaid amounts; and
  - b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.
10. The parties agree to bear their own costs associated with this action, including attorney's fees.
11. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of Title VII by Defendant.
12. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
13. The term of this Decree shall be for five (5) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

APPROVED AS TO FORM AND CONTENT:



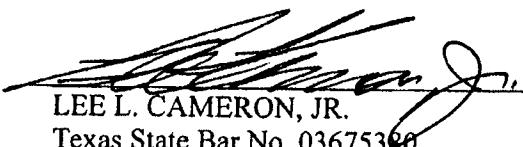
ROBERT A. CANINO  
Regional Attorney  
Oklahoma State Bar No. 011782

Toby W. Costas  
Supervisory Trial Attorney  
Texas State Bar No. 04855720

Devika Seth  
Senior Trial Attorney  
District of Columbia Bar No. 975161

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Dallas District Office  
207 South Houston Street, 3rd Floor  
Dallas, Texas 75202  
Phone: (214) 253-2760  
Fax: (214) 253-2749

**ATTORNEYS FOR PLAINTIFF EEOC**



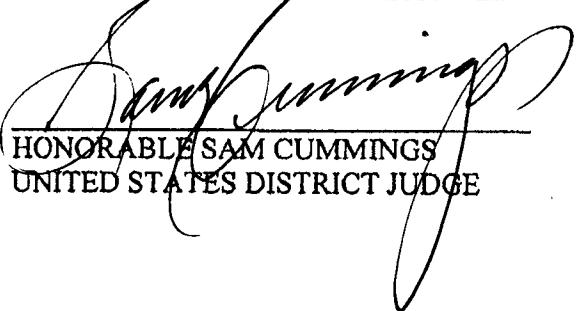
LEE L. CAMERON, JR.  
Texas State Bar No. 03675380

WILSON, ELSER, MOSKOWITZ, EDELMAN  
& DICKER, L.L.P.  
901 Main Street, Suite 4800  
Dallas, Texas 75202  
Tel. No. (214) 698-8000  
Fax No. (214) 698-1101

**ATTORNEYS FOR DEFENDANT**  
**SENIOR LIVING PROPERTIES, LLC, d/b/a**  
**SWEETWATER HEALTHCARE CENTER**

Richard Agnew  
RICHARD AGNEW  
GENERAL COUNSEL FOR SENIOR LIVING  
PROPERTIES, LLC D/B/A SWEETWATER  
HEALTHCARE CENTER

SO ORDERED, ADJUDGED AND DECREED this 15<sup>th</sup> day of March, 2013.

  
HONORABLE SAM CUMMINGS  
UNITED STATES DISTRICT JUDGE

**NOTICE AS REQUIRED UNDER TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

This NOTICE to all employees of Senior Living Properties, LLC is being posted as part of a Consent Decree between Senior Living Properties, LLC and the United States Equal Employment Opportunity Commission.

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person's religion, race, color, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. Senior Living Properties, LLC strongly supports and will comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the United States Equal Employment Opportunity Commission.
3. Senior Living Properties, LLC will not tolerate religious discrimination, including denying an employee a reasonable accommodation based on his/her religious beliefs, and it will not tolerate retaliation in the workplace. Employees are now put on notice that the first violation of the company's religious discrimination policy will subject an employee found to have violated the policy to disciplinary action.
4. Senior Living Properties, LLC agrees to provide a copy of this notice to each current employee at its Sweetwater Healthcare Center and it will report that it has complied with this requirement within 14 days after it has made the distribution. Senior Living Properties, LLC also agrees to provide a copy of this notice to all new employees at its Sweetwater Healthcare Center at the time of hire.
5. Employees may report violations of the company's religious discrimination policy to [designated company official/department/telephone number/extension] and/or the Dallas District Office of the United States Equal Employment Opportunity Commission, 207 South Houston Street, Third Floor, Dallas, Texas 75202 (214-253-2700).
6. This NOTICE will remain posted until March 1, 2018 as provided in the Consent Decree.

Attachment "A"